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S/N 09/665,231

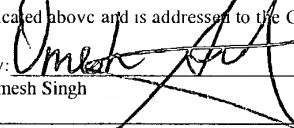
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: WOOLFORD ET AL. Examiner: F. LAGMAN
Serial No.: 09/665,231 Group Art Unit: 3673
Filed: SEPTEMBER 18, 2000 Docket No.: 3616.20USC5
Title: COMPOSITE MASONRY BLOCK

Terminal
Disclaimers
8/26/01
Hm

CERTIFICATE UNDER 37 CFR 1.10
'Express Mail' mailing label number: EL830123393US
Date of Deposit: June 14, 2001
I hereby certify that this paper or fee is being deposited with the United States Postal Service 'Express Mail Post Office To Addressee' service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

By: 
Omesh Singh

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TERMINAL DISCLAIMER TO OBVIATE
AN OBVIOUSNESS-TYPE DOUBLE PATENTING REJECTION

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Petitioner, Anchor Wall Systems, Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 5959 Baker Road, Suite 390, Minnetonka, Minnesota 55345, in the county of Hennepin, and the state of Minnesota, represents that it is the exclusive owner of the entire right, title and interest in the above-identified application, by virtue of an assignment recorded at Reel 5326, Frame(s) 414 on June 7, 1990. Petitioner further represents that it is the exclusive owner of the entire interest in U.S. Patent 5,294,216, by virtue of an assignment recorded at Reel 5326, Frame(s) 414 on June 7, 1990. Anchor Wall Systems, Inc. is the successor in interest to Block Systems Inc. as reflected by the Amendment of Articles of Incorporation recorded on August 13, 1998 at Reel 9407, frame(s) 0251.

06/19/2001 CCHAU1 00000011 09665231

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110.00 OP

Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 5,294,216, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

The undersigned (Applicant's representative) is empowered to act on behalf of Anchor Wall Systems, Inc.

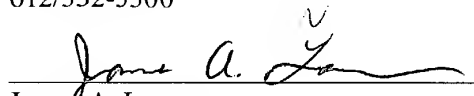
Applicants disagree with the Examiner's conclusions of obviousness, but are nonetheless filing this terminal disclaimer in order to expedite allowance of this application in view of potential infringers in the market.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903
612/332-5300

Date: June 14, 2001


James A. Larson
Reg. No. 40,443

THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, 20____,
this terminal disclaimer is accepted. The period of patent lapse specified above has been
accepted as equivalent to _____ months.

Petitions Examiner



DECEMBER 07, 1998



PTAS

MERCHANT & GOULD
JOHN GRESSENS
3100 NORWEST CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MN 55402

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Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/13/1998

REEL/FRAME: 9407/0251
NUMBER OF PAGES: 2

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
BLOCK SYSTEMS, INC.

DOC DATE: 03/12/1992

ASSIGNEE:
ANCHOR WALL SYSTEMS, INC.
6101 BAKER ROAD
SUITE 201
MINNETONKA, MINNESOTA 55345

SERIAL NUMBER: 08921481
PATENT NUMBER: 5827015

FILING DATE: 09/02/1997
ISSUE DATE: 10/27/1998

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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DEC 14 1998

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ASSIGNMENT

WHEREAS, I/WE, MICHAEL E. WOOLFORD and DICK J. SIEVERT

residing at 3476 Jamaca Ave. No., Lake Elmo, Minnesota 55042 and 1322 Bilmar Ave.,
New Richmond, Wisconsin 54017, respectively

made certain new and useful inventions and improvements for which I/We executed an application for Letters
Patent of the United States on even date herewith
which is entitled COMPOSITE MASONRY BLOCK

AND WHEREAS, Block Systems Inc., a corporation organized and existing under
and by virtue of the laws of the State of Minnesota, and having an office and place of business at
2300 McKnight Road, North St. Paul, MN 55109 (hereinafter "Assignee")
is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application
and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of
One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowl-
edged, I/we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said
Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and
improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continua-
tions, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of
such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for
Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions
of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and
I/we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United
States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the
entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, I/we do hereby agree that I and my/we and our executors and legal
representatives will make, execute and deliver any and all other instruments in writing including any and all fur-
ther application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its
successors and representatives all facts known to me/us relating to said improvements and the history thereof
and will testify in all legal proceedings and generally do all things which may be necessary or desirable more
effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and
to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages
hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I/we covenant and agree with said Assignee, its successors and assigns, that no assignment,
grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to
others by me/us and that full right to convey the same as herein expressed is possessed by me/us.

REEL 5326 FRANK 15

IN TESTIMONY WHEREOF, I/We have hereunto set my/our hand this 7th day of

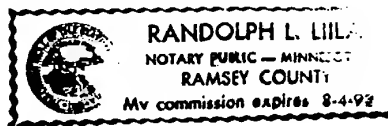
June, 1990

Michael E. Woolford
Michael E. Woolford
Dick J. Sievert
Dick J. Sievert

STATE OF Minnesota }
COUNTY OF Ramsey } ss.

On this 7th day of June, 1990 before me personally appeared Michael E. Woolford and Dick J. Sievert to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL



Randolph L. Lila
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____ before me personally appeared _____ to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and _____ duly acknowledged to me that _____ executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

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